

CONDOMINIUM PUBLIC REPORT

Prepared &
Issued by:

Developer SONNIE O. KOKO, as Trustee
Business Address 1548 Laumaile Street, Honolulu, Hawaii 96819

Project Name (*): HILLSIDE ESTATES
Address: 1548 Laumaile Street, Honolulu, Hawaii 96819

Registration No. 5726 (Partial Conversion)

Effective date: July 9, 2014
Expiration date: August 9, 2015

Preparation of this Report:

This report has been prepared by the Developer pursuant to the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, as amended. This report is not valid unless the Hawaii Real Estate Commission has issued a registration number and effective date for the report.

This report has not been prepared or issued by the Real Estate Commission or any other government agency. Neither the Commission nor any other government agency has judged or approved the merits or value, if any, of the project or of purchasing an apartment in the project.

Buyers are encouraged to read this report carefully, and to seek professional advice before signing a sales contract for the purchase of an apartment in the project.

Expiration Date of Reports: Preliminary Public Reports and Final Public Reports automatically expire thirteen (13) months from the effective date unless a Supplementary Public Report is issued or unless the Commission issues an order, a copy of which is attached to this report, extending the effective date for the report.

Exception: The Real Estate Commission may issue an order, a copy of which shall be attached to this report, that the final public report for a two apartment condominium project shall have no expiration date.

Type of Report:

- ☐ **PRELIMINARY:**
(yellow) The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued by the developer when complete information is filed.
- ☐ **FINAL:**
(white) The developer has legally created a condominium and has filed complete information with the Commission.
- ☐ No prior reports have been issued.
- ☐ This report supersedes all prior public reports.
- ☐ This report must be read together with _____
- SECOND**
- ☒ **SUPPLEMENTARY:**
(pink) This report updates information contained in the:
- [] Preliminary Public Report dated: _____
- [] Final Public Report dated: _____
- [] Supplementary Public Report dated: _____
- And ☒ Supersedes all prior public reports.
- [] Must be read together with _____
- [] This report reactivates the _____
public report(s) which expired on _____

(*) Exactly as named in the Declaration

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2643 to submit your request.

FORM: RECO-30 286/986/189/1190/892/0197/1098/0800/0203/0104/0107

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

☒ Required and attached to this report ☐ Not Required - Disclosures covered in this report.

Summary of Changes from Earlier Public Reports:

This summary contains a general description of the changes, if any, made by the developer since the last public report was issued. It is not necessarily all inclusive. Prospective buyers should compare this public report with the earlier reports if they wish to know the specific changes that have been made.

☐ No prior reports have been issued by the developer.

☐ Changes made are as follows:

SPECIAL ATTENTION

The Developer has disclosed the following:

1. This is a CONDOMINIUM PROJECT, not a subdivision. The land area beneath and immediately appurtenant to each unit is designated a LIMITED COMMON ELEMENT and does not represent a legally subdivided lot. The dotted lines in the Condominium Map bounding the designated number of square feet in each limited common element land area are for illustration purposes only and should not be construed to be formal subdivision lines.

2. No warranties are given to the purchaser as to the construction, materials or workmanship of the Project. The Project is being sold in "as is" condition (pages 12 and 15).

3. Developer is Sonnie O. Koko, as Trustee under that certain unrecorded Trust Agreement known as the Sonnie Onaona Koko Revocable Trust dated June 25, 2002.

4. Unit 2 which was previously constructed as a shed has been replaced by a Dwelling Unit. The Declaration and Condominium Map have been amended to reflect such.

Unit 2 now consists of a newly constructed three-story building without a basement. On the lower floor of Unit 2 are located an entry, closet with storage. On the second floor of Unit 2 are located a kitchen, living room, laundry room and one-half bath. On the third floor of Unit 2 are located an office, four (4) bedrooms, three (3) baths, a kitchen, dining area and living area. The total net living area of Unit 2 is approximately 1,930 square feet. Unit 2 also contains several decks, the total area of which is approximately 168 square feet.

Note that a recorded copy of the above-mentioned Amendment to the Declaration and Condominium Map has been added hereto as Exhibit "J". The following appears to be errors and/or omissions in said document:

- a. Page 1. Number of pages not inserted; and
- b. Page 4. Change in number of pages not initialed by notary.

5. The Condominium Map (Site Map) has been further amended to reflect (a) the new location of the boundary lines and the new dimensions of Dwelling Area 1 and Dwelling Area 2; and (b) the new size of the common area. (See recorded copy of Second Amendment to Declaration and Condominium Map which has been added as Exhibit "K")

The size of Dwelling Area 1 is now 8,183 Square Feet (previously 7,823 Square Feet). The size of Dwelling Area 2 has been reduced and is now 5,095 Square Feet (previously 5,426 Square Feet). The Common Area which was previously 1,018 Square Feet in size has been reduced to 663 Square Feet.

6. To reflect the amendments referred in Paragraph 5 above, Exhibits "C", "D", and "E" have been replaced. The new Exhibit "E" which reflects the recordation information of the Second Amendment to Declaration, is supported by a new title search (Page 14).

7. The Project has a non-exclusive easement for access and utility purposes over TMK (1) 1-3-035 (Burdened Parcel) as set forth in Declaration of Easement (For Roadway and Utility Purposes) dated March 6, 2014, and recorded March 14, 2014, in said Bureau as Document No. A-51860550.

8. The Property is not encumbered by any mortgage. Even if Exhibit "E", which is attached hereto, states that there is an existing mortgage, said mortgage has been satisfied, but has not yet been released of record. Developer will use her best efforts to cause a release of that item to be obtained and recorded. At the time of closing on the sale of a unit, the unit will not be subject to said item.

9. Developer has selected Coldwell Banker Pacific Properties as her real estate broker with respect to Unit 2; Cladds Builders, Inc., general contractor, was designated; and the Escrow company is now Fidelity National Title & Escrow of Hawaii, Inc.. Unit 1 has been sold and conveyed to third parties.

10. Exhibit "H" (Disclosure Abstract) has been revised to comply with the requirement for a new Abstract upon selection of a real estate broker (see Page 20 of 7/28/05 CFR).

This public report does not constitute approval of the Project by the Real Estate Commission or any other governmental agencies, nor does it ensure that all applicable County codes, ordinances, and subdivision requirements have necessarily been complied with.

THE PROSPECTIVE PURCHASERS ARE CAUTIONED TO CAREFULLY REVIEW ALL DOCUMENTS REGARDING THIS CONDOMINIUM PROJECT FOR FURTHER INFORMATION WITH REGARD TO THE FOREGOING.

THIS REPORT WAS DONE BY THE DEVELOPER AND THEIR AGENT AND NOT AN ATTORNEY.

THE PROSPECTIVE PURCHASER IS CAUTIONED TO CAREFULLY REVIEW THE CONDOMINIUM DOCUMENTS REFERENCED IN THIS PUBLIC REPORT FOR FURTHER INFORMATION WITH REGARD TO THE FOREGOING.

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General Information On Condominiums

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, must be complied with. In addition, certain requirements and approvals of the County in which the project is located must be satisfied and obtained.

Some condominium projects are leasehold. This means that the land or the building(s) and other improvements are leased to the buyer. The lease for the land usually requires that at the end of the lease term, the lessees (apartment owners/tenants) deliver their interest in the land to the lessor (fee property owner). The lease also usually requires that the lessees either (1) convey to the lessor the building(s) and other improvements, including any improvements paid for by the lessees; or (2) remove or dispose of the improvements at the lessee's expense. Leases for individual apartments often require that at the end of the lease term, the lessee deliver to the lessor the apartment, including any improvements placed in the apartment by the lessee.

If you are a typical condominium apartment owner, you will have two kinds of ownership: (1) ownership in your individual apartment; and (2) an undivided interest in the common elements.

"Common elements" are the areas of the condominium project other than the individual apartments. They are owned jointly by all apartment owners and include the land, either in fee simple or leasehold, and those parts of the building or buildings intended for common use such as foundations, columns, roofs, halls, elevators, and the like. Your undivided interest in the common elements cannot be separated from ownership of your apartment.

In some condominium projects, some common elements are reserved for the exclusive use of the owners of certain apartments. These common elements are called "limited common elements" and may include parking stalls, patios, lanais, trash chutes, and the like.

You will be entitled to exclusive ownership and possession of your apartment. Condominium apartments may be individually bought, sold, rented, mortgaged or encumbered, and may be disposed of by will, gift, or operation of law.

Your apartment will, however, be part of the group of apartments that comprise the condominium project. Study the project's Declaration, Bylaws, and House Rules. These documents contain important information on the use and occupancy of apartments and the common elements as well as the rules of conduct for owners, tenants, and guests.

Operation of the Condominium Project

The Association of Apartment Owners is the entity through which apartment owners may take action with regard to the administration, management, and operation of the condominium project. Each apartment owner is automatically a member of the Association.

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as an apartment owner. The Board of Directors and officers can take certain actions without the vote of the owners. For example, the board may hire and fire employees, increase or decrease maintenance fees, borrow money for repair and improvements and set a budget. Some of these actions may significantly impact the apartment owners.

Until there is a sufficient number of purchasers of apartments to elect a majority of the Board of Directors, it is likely that the developer will effectively control the affairs of the Association. It is frequently necessary for the developer to do so during the early stages of development and the developer may reserve certain special rights to do so in the Declaration and Bylaws. Prospective buyers should understand that it is important to all apartment owners that the transition of control from the developer to the apartment owners be accomplished in an orderly manner and in a spirit of cooperation.

I. PERSONS CONNECTED WITH THE PROJECT

Developer: Sonnie O. Koko, as Trustee (see Page 2) Phone: (808) 232-4300
Name* (Business)
1538 Laumaile Street
Business Address
Honolulu, Hawaii 96819

Names of officers and directors of developers who are corporations; general partners of a partnership; partners of a Limited Liability Partnership (LLP); or manager and members of a Limited Liability Company (LLC) (attach separate sheet if necessary):

Real Estate Broker*: Coldwell Banker Pacific Resources Phone: (808) 542-4749
Name (Business)
970 N. Kalaheo Ave., #C-215
Business Address
Kailua, HI 96734

Escrow: Fidelity National Title & Escrow of Hawaii, Phone: (808) 536-0404
Name (Business)
201 Merchant St., #2100
Business Address
Honolulu, HI 96813

General Contractor*: Cladds Builders, Inc. Phone: (808) 330-6259
Name (Business)
94-224 Maka Maka Place
Business Address
Waipahu, Hawaii 96797

Condominium Managing Agent*: Self-Managed By Association of Unit Owners Phone: _____
Name (Business)
Business Address

Attorney for Developer: None. This report was prepared by Developer Phone: (808) 623-5336
Name (Business)
pro se and her agent May Hung
Business Address
94-665 Kauluikua Pl. Mililani, HI 96789

* For Entities: Name of corporation, partnership, Limited Liability Partnership (LLP), or Limited Liability Company (LLC)

II. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS

A condominium is created by recording in the Bureau of Conveyances and/or filing with the Land Court a Declaration of Condominium Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners. The Condominium Property Act (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to the project and the common elements, to each other, and to their respective apartments. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law.

A. **Declaration of Condominium Property Regime** contains a description of the land, buildings, apartments, common elements, limited common elements, common interests, and other information relating to the condominium project.

The Declaration for this condominium is:

<input type="checkbox"/>	Proposed		
<input checked="" type="checkbox"/>	Recorded -	Bureau of Conveyances:	Document No. <u>2005-138454</u>
			Book _____ Page _____
<input type="checkbox"/>	Filed -	Land Court:	Document No. _____

The Declaration referred to above has been amended by the following instruments [state name of document, date and recording/filing information]:

Amendment to Declaration and Condominium Map recorded November 7, 2013, as Document No. A-50590479
Second Amendment to Declaration and Condominium Map recorded May 1, 2014, as Document No. A-52340340

B. **Condominium Map (File Plan)** shows the floor plan, elevation and layout of the condominium project. It also shows the floor plan, location, apartment number, and dimensions of each apartment.

The Condominium Map for this condominium project is:

<input type="checkbox"/>	Proposed		
<input checked="" type="checkbox"/>	Recorded -	Bureau of Conveyances Condo Map No. <u>4027</u>	
<input type="checkbox"/>	Filed -	Land Court Condo Map No. _____	

The Condominium Map has been amended by the following instruments [state name of document, date and recording/filing information]:

Amendment to Declaration and Condominium Map recorded November 7, 2013, as Document No. A-50590479
Second Amendment to Declaration and Condominium Map recorded May 1, 2014, as Document No. A-52340340

C. **Bylaws of the Association of Apartment Owners** govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Apartment Owners is elected, the powers and duties of the Board, the manner in which meetings will be conducted, whether pets are prohibited or allowed and other matters which affect how the condominium project will be governed.

The Bylaws for this condominium are:

<input type="checkbox"/>	Proposed		
<input checked="" type="checkbox"/>	Recorded -	Bureau of Conveyances:	Document No. <u>2005-138455</u>
			Book _____ Page _____
<input type="checkbox"/>	Filed -	Land Court:	Document No. _____

The Bylaws referred to above have been amended by the following instruments [state name of document, date and recording/filing information]:

D. **House Rules.** The Board of Directors may adopt House Rules to govern the use and operation of the common elements and limited common elements. House Rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais and requirements for keeping pets. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial House Rules are usually adopted by the developer.

The House Rules for this condominium are:

☐ Proposed ☐ Adopted ☒ Developer does not plan to adopt House Rules

E. **Changes to Condominium Documents** Changes to the Declaration, Condominium Map, and Bylaws are effective only if they are duly adopted and recorded and/or filed. Changes to House Rules do not need to be recorded or filed to be effective.

1. **Apartment Owners:** Minimum percentage of common interest which must vote for or give written consent to changes:

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%*	100%
Bylaws	65%	100%
House Rules	---	Assn.of Unit Owners

* The percentages for individual condominium projects may be more than the minimum set by law for projects with five or fewer apartments.

2. **Developer:**

☐ No rights have been reserved by the developer to change the Declaration, Condominium Map, Bylaws or House Rules.

☒ Developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws or House Rules:

See attached Exhibit "A"

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

- ☒ Fee Simple: Individual apartments and the common elements, which include the underlying land, will be in fee simple.
- ☐ Leasehold or Sub-leasehold: Individual apartments and the common elements, which include the underlying land will be leasehold.

Leases for the individual apartments and the underlying land usually require that at the end of the lease term, the lessee (apartment owner/tenant) deliver to the lessor (fee property owner) possession of the leased premises and all improvements, including improvements paid for by the lessee.

Exhibit _____ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: _____ Rent Renegotiation Date(s): _____

Lease Rent Payable: ☐ Monthly ☐ Quarterly
☐ Semi-Annually ☐ Annually

Exhibit _____ contains a schedule of the lease rent for each apartment per: ☐ Month ☐ Year

For Sub-leaseholds:

- ☐ Buyer's sublease may be canceled if the master lease between the sublessor and fee owner is: ☐ Canceled ☐ Foreclosed
- ☐ As long as the buyer is not in default, the buyer may continue to occupy the apartment and/or land on the same terms contained in the sublease even if the master lease is canceled or foreclosed.

- ☐ Individual Apartments in Fee Simple; Common Interest in the Underlying Land in Leasehold or Sub-leasehold:

Leases for the underlying land usually require that at the end of the lease term, the lessees (apartment owners/tenants) deliver to the lessor (fee property owner) their interest in the land and that they either (1) remove or dispose of the building(s) and other improvements at the lessee's expense; or (2) convey the building(s) and improvements to the lessor, often at a specified price.

Exhibit _____ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: _____ Rent Renegotiation Date(s): _____

Lease Rent Payable: ☐ Monthly ☐ Quarterly
☐ Semi-Annually ☐ Annually

Exhibit _____ contains a schedule of the lease rent for each apartment per: ☐ Month ☐ Year

[] Other:

IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS

The information contained in this report is a summary of the terms of the lease. For more detailed information, you should secure a copy of the lease documents and read them thoroughly.

If you have any legal questions about leasehold property, the lease documents or the terms of the lease and the consequences of becoming a lessee, you should seek the advice of an attorney.

There are currently no statutory provisions for the mandatory conversion of leasehold condominiums and there are no assurances that such measures will be enacted in the future.

In leasehold condominium projects, the buyer of an apartment will acquire the right to occupy and use the apartment for the time stated in the lease agreement. The buyer will not acquire outright or absolute fee simple ownership of the land. The land is owned by the lessor or the leased fee owner. The apartment owner or lessee must make lease rent payments and comply with the terms of the lease or be subject to the lessor's enforcement actions. The lease rent payments are usually fixed at specific amounts for fixed periods of time, and are then subject to renegotiation. Renegotiation may be based on a formula, by arbitration set in the lease agreement, by law or by agreement between the lessor and lessee. The renegotiated lease rents may increase significantly. At the end of the lease, the apartment owners may have to surrender the apartments, the improvements and the land back to the lessor without any compensation (surrender clause).

When leasehold property is sold, title is normally conveyed by means of an assignment of lease, the purpose of which is similar to that of a deed. The legal and practical effect is different because the assignment conveys only the rights and obligations created by the lease, not the property itself.

The developer of this condominium project may have entered into a master ground lease with the fee simple owner of the land in order to develop the project. The developer may have then entered into a sublease or a new lease of the land with the lessee (apartment owner). The developer may lease the improvements to the apartment owner by way of an apartment lease or sublease, or sell the improvements to the apartment owners by way of a condominium conveyance or apartment deed.

B. Underlying Land:

Address: 1548 Laumale Street Tax Map Key (TMK): (1) 1-3-036-068
Waiialua, HI 96791

[] Address ☒ TMK is expected to change because each unit will be designated with a CPR number

Land Area: 14,267 ☒ square feet [] acre(s) Zoning: R-3.5

Fee Owner: Sonnie O. Koko, as Trustee
Name
1548 Laumaile Street
Honolulu, HI 96819

Lessor: _____
Name

Business Address

C. **Buildings and Other Improvements:**

1. ☐ New Building(s)
☐ Conversion of Existing Building(s)
☒ Both New Building(s) and Conversion
2. Number of Buildings: 2 Floors Per Building: 3
☐ Exhibit _____ contains further explanations.
3. Principal Construction Material:
☐ Concrete ☐ Hollow Tile ☒ Wood
☐ Other _____
4. Uses Permitted by Zoning:

	No. of Apts.	<u>Use Permitted By Zoning</u>	
<input checked="" type="checkbox"/> Residential	<u>2</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Commercial	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Hotel	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Timeshare	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Ohana	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Industrial	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Agricultural	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Recreational	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Other	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?

☒ Yes ☐ No

5. Special Use Restrictions:

The Declaration and Bylaws may contain restrictions on the use and occupancy of the apartments. Restrictions for this condominium project include but are not limited to:

[] Pets: _____

[] Number of Occupants: _____

[] Other: _____

☒ There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: 0 Trash Chutes: 0

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Net Other Area (sf)</u>	<u>(Identify)</u>
<u>Unit 1</u>	<u>1</u>	<u>5/3</u>	<u>2,267</u>	<u>401/203</u>	<u>Garage/</u>
<u>Unit 2</u>	<u>1</u>	<u>4/3-1/2</u>	<u>1,930</u>	<u>168</u>	<u>Decks</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total Number of Apartments: 2

*** Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls.**

Other documents and maps may give floor area figures which differ from those above because a different method of determining the floor area may have been used.

Boundaries of Each Apartment:

The outside surfaces of the exterior walls and roof and the bottom surfaces of the footings and foundations of each Unit.

Permitted Alterations to Apartments:

See attached Exhibit "B"

Apartments Designated for Owner-Occupants Only:

Fifty percent (50%) of **residential** apartments must be so designated; developer has a right to substitute similar apartments for those apartments already designated. Developer must provide this information either in a published announcement or advertisement as required by section 514A-102, HRS; or include the information here in this public report and in the announcement (see attachment 11a). Developer has n/a elected to provide the information in a published announcement or advertisement.

7. Parking Stalls:

Total Parking Stalls:	4					
	<u>Regular</u>		<u>Compact</u>	<u>Tandem</u>		
	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>
	2(#1)	2 (#2)				
Assigned (for each unit)						4
Guest						
Unassigned						
Extra for Purchase						
Other: _____						
Total Covered & Open:	4					

Each apartment will have the exclusive use of at least 2 parking stall(s).
Buyers are encouraged to find out which stall(s) will be available for their use.

- ☐ Commercial parking garage permitted in condominium project.
- ☐ Exhibit _____ contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

- ☒ There are no recreational or common facilities.
- ☐ Swimming pool ☐ Storage Area ☐ Recreation Area
- ☐ Laundry Area ☐ Tennis Court ☐ Trash Chute/Enclosure(s)
- ☐ Other: _____

9. Compliance With Building Code and Municipal Regulations; Cost to Cure Violations

- ☒ There are no violations. ☐ Violations will not be cured.
- ☐ Violations and cost to cure are listed below: ☐ Violations will be cured by _____
(Date)

10. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations (For conversions of residential apartments in existence for at least five years):

The present condition of all structural components and mechanical and electrical installation material to the use and enjoyment of the Project (Unit 1) appears to be good. No warranty is made as to the expected useful life of the Project.

11. Conformance to Present Zoning Code

a. ☒ No variances to zoning code have been granted.

☐ Variance(s) to zoning code was/were granted as follows:

b. Conforming/Non-Conforming Uses, Structures, Lot

In general, a non-conforming use, structure, or lot is a use, structure, or lot which was lawful at one time but which does not now conform to present zoning requirements.

	<u>Conforming</u>	<u>Non-Conforming</u>	<u>Illegal</u>
Uses	<u>X</u>	<u> </u>	<u> </u>
Structures	<u>X</u>	<u> </u>	<u> </u>
Lot	<u>X</u>	<u> </u>	<u> </u>

If a variance has been granted or if uses, improvements or lot are either non-conforming or illegal, buyer should consult with county zoning authorities as to possible limitations which may apply.

Limitations may include restrictions on extending, enlarging, or continuing the non-conformity, and restrictions on altering and repairing structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.

The buyer may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure, or lot.

D. Common Elements, Limited Common Elements, Common Interest:

1. Common Elements: Common Elements are those parts of the condominium project other than the individual apartments. Although the common elements are owned jointly by all apartment owners, those portions of the common elements which are designated as limited common elements (see paragraph 2 below) may be used only by those apartments to which they are assigned. The common elements for this project, as described in the Declaration, are:

☒ described in Exhibit C.

☐ as follows:

2. Limited Common Elements: Limited Common Elements are those common elements which are reserved for the exclusive use of the owners of certain apartments.

☐ There are no limited common elements in this project.

☒ The limited common elements and the apartments which use them, as described in the Declaration, are:

☒ described in Exhibit D.

☐ as follows:

3. Common Interest: Each apartment will have an undivided fractional interest in all of the common elements. This interest is called the "common interest." It is used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium project. It may also be used for other purposes, including voting on matters requiring action by apartment owners. The common interests for the apartments in this project, as described in the Declaration, are:

☐ described in Exhibit _____.

☒ as follows:

Unit 1: 50%
Unit 2: 50%

- E. Encumbrances Against Title: An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of an apartment in the project.

Exhibit E describes the encumbrances against the title contained in the title report dated April 3, 2014 and issued by Fidelity National Title & Escrow of Hawaii, Inc.

Blanket Liens:

A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project that secures some type of monetary debt (such as a loan) or other obligation. A blanket lien is usually released on an apartment-by-apartment basis upon payment of specified sums so that individual apartments can be conveyed to buyers free and clear of the lien.

☐ There are no blanket liens affecting title to the individual apartments.

☒ There are blanket liens which may affect title to the individual apartments.

Blanket liens (except for improvement district or utility assessments) must be released before the developer conveys the apartment to a buyer. The buyer's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the apartment to buyer.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance</u>
---------------------	--

F. **Construction Warranties:**

Warranties for individual apartments and the common elements, including the beginning and ending dates for each warranty, are as follows:

1. Building and Other Improvements:

Developer is giving no warranties to Purchaser on the materials and workmanship of the Units.

2. Appliances:

N/A

G. **Status of Construction and Date of Completion or Estimated Date of Completion:**

Unit 1 was constructed in 2002. Unit 2 is a newly constructed dwelling and was completed in November, 2013.

H. **Project Phases:**

The developer [] has ☒ has not reserved the right to add to, merge, or phase this condominium.

Summary of Developer's plans or right to perform for future development (such as additions, mergers or phasing):

IV. CONDOMINIUM MANAGEMENT

- A. **Management of the Common Elements:** The Association of Apartment Owners is responsible for the management of the common elements and the overall operation of the condominium project. The Association may be permitted, and in some cases may be required, to employ or retain a condominium managing agent to assist the Association in managing the condominium project.

Initial Condominium Managing Agent: When the developer or the developer's affiliate is the initial condominium managing agent, the management contract must have a term of one year or less and the parties must be able to terminate the contract on notice of 60 days or less.

The initial condominium managing agent for this project, named on page five (5) of this report, is:

☐ not affiliated with the Developer ☐ the Developer or Developer's affiliate
☒ self-managed by the Association of Apartment Owners ☐ Other: _____

- B. **Estimate of Initial Maintenance Fees:**

The Association will make assessments against your apartment to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, a lien may be placed on your apartment and the apartment may be sold through a foreclosure proceeding.

Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided.

Exhibit H contains a schedule of estimated initial maintenance fees and maintenance fee disbursements (subject to change).

- C. **Utility Charges for Apartments:**

Each apartment will be billed separately for utilities except for the following checked utilities which are included in the maintenance fees:

☒ None ☐ Electricity (___ Common Elements only ___ Common Elements & Apartments)
☐ Gas (___ Common Elements only ___ Common Elements & Apartments)
☐ Water ☐ Sewer ☐ Television Cable
☐ Other _____

V. MISCELLANEOUS

A. Sales Documents Filed With the Real Estate Commission:

Sales documents on file with the Real Estate Commission include but are not limited to:

- ☐ Notice to Owner Occupants
- ☒ Specimen Sales Contract
Exhibit F contains a summary of the pertinent provisions of the sales contract.
- ☒ Escrow Agreement dated November 5, 2013
Exhibit G contains a summary of the pertinent provisions of the escrow agreement.
- ☐ Other _____

B. Buyer's Right to Cancel Sales Contract:

1. Rights Under the Condominium Property Act (Chapter 514A, HRS):

Preliminary Report: Sales made by the developer are not binding on the prospective buyer. Sales made by the developer may be binding on the developer unless the developer clearly states in the sales contract that sales are not binding. A prospective buyer who cancels the sales contract is entitled to a refund of all moneys paid, less any escrow cancellation fee up to \$250.00.

Supplementary Report to a Preliminary Report: Same as for Preliminary Report.

Final Report or Supplementary Report to a Final Report: Sales made by the developer are binding if:

- A) The Developer delivers to the buyer a copy of:
 - 1) Either the Final Public Report OR the Supplementary Public Report which has superseded the Final Public Report for which an effective date has been issued by the Real Estate Commission; AND
 - 2) Any other public report issued by the developer prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;
- B) The buyer is given an opportunity to read the report(s); AND
- C) One of the following has occurred:
 - 1) The buyer has signed a receipt for the report(s) and waived the right to cancel; or
 - 2) Thirty (30) days have passed from the time the report(s) were delivered to the buyer; or
 - 3) The apartment is conveyed to the buyer within 30 days from the date the report(s) were delivered to the buyer.

Material Change: Binding contracts with the Developer may be rescinded by the buyer if:

- A) There is a material change in the project which directly, substantially, and adversely affects (1) the use or value of the buyer's apartment or its limited common elements; or (2) the amenities available for buyer's use; AND
- B) The buyer has not waived the right to rescind.

If the buyer rescinds a binding sales contract because there has been a material change, the buyer is entitled to a full and prompt refund of any moneys the buyer paid.

2. Rights Under the Sales Contract: Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the project. If these documents are not in final form, the buyer should ask to see the most recent draft. These include but are not limited to the:
- A) Condominium Public Reports issued by the developer which have been issued an effective date by the Hawaii Real Estate Commission.
 - B) Declaration of Condominium Property Regime, as amended.
 - C) Bylaws of the Association of Apartment Owners, as amended.
 - D) House Rules, if any.
 - E) Condominium Map, as amended.
 - F) Escrow Agreement.
 - G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, (Chapter 16-107, adopted by the Real Estate Commission, as amended).
 - H) Other Declaration of Easement (For Roadway and Utility Purposes)

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer or through the developer's sales agent, if any. The Condominium Property Regime law (Chapter 514A, HRS) and the Administrative Rules (Chapter 107) are available online. Please refer to the following sites:

Website to access official copy of laws: www.capitol.hawaii.gov

Website to access unofficial copy of laws: www.hawaii.gov/dcca/hrs

Website to access rules: www.hawaii.gov/dcca/har

This Public Report is a part of Registration No. 5726 filed with the Real Estate Commission on July 13, 2005.

Reproduction of Report. When reproduced, this report must be on:

☐ YELLOW paper stock

☐ WHITE paper stock

☒ PINK paper stock

C. Additional Information Not Covered Above

LEAD WARNING STATEMENT

Pursuant to federal law, 42, U.S.C 4852(d), the Residential Lead-Based Paint Reduction Act, "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

HAZARDOUS MATERIALS

The Developer neither prepared nor commissioned a Phase 1 Environmental Site Assessment and makes no representations or warranties whatsoever. The developer has made no independent investigation as to asbestos or other hazardous substances in the apartments or in, under or around the Project, including but not limited to, radioactive materials, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and any and all other substances or materials defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" under, or for the purposes of, hazardous materials laws. Buyer acknowledges that in light of the age of the Project, there may be asbestos and other hazardous substances in the apartments, or in, under or around the Project. Because of the possible presence of such substances, Buyer should have the apartment inspected to determine the extent (if any) of such contamination and any necessary remedial action. The developer will not correct any defects in the apartments or in the Project or anything installed or contained therein and Buyer expressly releases the developer from any liability to Buyer if any hazardous materials are discovered.

- D. The developer declares subject to the penalties set forth in section 514A-49(b) that this project is in compliance with all county zoning and building ordinances and codes, and all other county permitting requirements applicable to the project, pursuant to Act 251 (SLH 2000) [Section 514A-1.6] (The developer is required to make this declaration for issuance of an effective date for a final public report.)
- E. The developer hereby certifies that all the information contained in this Report and the Exhibits attached to this Report and all documents to be furnished by the developer to buyers concerning the project have been reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

Sonnie O. Koko, as Trustee (see Page 2)

Printed Name of Developer

By: _____

Duly Authorized Signatory*

June 1, 2014
Date

Sonnie O. Koko, as Trustee

Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu

Planning Department, City and County of Honolulu

****Must be signed for a: corporation by an officer; partnership or Limited Liability Partnership (LLP) by the general partner; Limited Liability Company (LLC) by the manager or member; and for an individual by the individual.***

EXHIBIT "A"

DEVELOPER'S RESERVED RIGHTS

The Developer (Declarant) has reserved the following rights to change the Declaration, Condominium Map, By-Laws or House Rules:

Paragraph 20 of the Declaration states:

"20.1 Amendments Generally. Except as otherwise expressly provided herein or in the Act, this Declaration and the Condominium Map may be amended only by the affirmative vote or written consent of all of the Apartment Owners, evidenced by an instrument in writing, signed and acknowledged by each of them, which amendment shall be effective upon recordation in the Recording Office; provided, however, that notwithstanding the foregoing provision, at any time prior to the first recording of a conveyance or transfer (other than for security) of an Apartment and its appurtenances to a party not a signatory hereto, the Declarant may amend this Declaration (including all exhibits), the Condominium Map and the Bylaws in any manner, without the consent or joinder of any Apartment purchaser or any other party. Notwithstanding the lease, sale or conveyance of any of the Apartments, Declarant may amend this Declaration (and when applicable, any exhibits to this Declaration and the Condominium Map) to file the "as-built" verified statement required by Section 514A-12 of the Act (i) so long as such statement is merely a verified statement of a registered architect or professional engineer certifying that the final plans thereto filed fully and accurately depict the layout, location, Apartment numbers, and the dimensions of the Apartments as built, or (ii) so long as the plans filed therewith involve only minor changes to the layout, location, or dimensions of the Apartments as built or any change in the Apartment number.

20.2 Amendments Required by Law, Lenders, Title Insurers, Etc. Any other provision of this Declaration notwithstanding, for so long as the Declarant retains any interest in an Apartment in the Project, the Declarant shall have the right (but not the obligation) to amend this Declaration and the Bylaws (and the Condominium Map, if appropriate) without the consent or joinder of any Apartment Owner, lienholder or other person or entity, for the purpose of meeting any requirement imposed by (i) any applicable law, (ii) the Real Estate Commission of the State of Hawaii, (iii) any title insurance company issuing a title insurance policy on the Project or any of the Apartments, (iv) any institutional lender lending funds on the security of the Project or any of the Apartments, or (v) any other governmental or quasi-governmental agency including, without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the U.S. Department of Housing and Urban Development or the Veterans Administration; provided, however, that no amendment which would change the common interest appurtenant to an Apartment or substantially change the design, location or size of an Apartment shall be made without the consent of all persons having an interest in such Apartment. Each and every party acquiring an interest in the Project, by such acquisition, consents to the amendments described in this Paragraph 20.2 and agrees to execute and deliver such documents and instruments and do such other things as may be necessary or convenient to effect the same, and appoints Declarant and its assigns as his or her attorney-in-fact with full power of substitution to execute and deliver such documents and instruments and to do such things on his or her behalf, which grant of such power, being coupled with an interest, is irrevocable for the duration of such reserved rights, and shall not be affected by the disability of such party or parties.

20.3 Mortgagee Approval. Any other provision of this Declaration notwithstanding, the approval of eligible holders of first mortgages (as defined below) on Apartments to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such eligible holders are allocated shall be required to materially amend any provision herein, or to add any material provisions hereto, which establish, provide for, govern or regulate any of the following: (a) voting; (b) assessments, assessment liens or subordination of such liens; (c) reserves for maintenance, repair and replacement of the common elements; (d) insurance or fidelity bonds; (e) right to use of the common elements; (f) responsibility for maintenance and repair of the several portions of the Project; (g) expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project; (h) boundaries of any Unit (except where the amendment merely reflects that a Unit has been constructed according to alternate plans shown on the Condominium Map); (i) the interests in the common elements or limited common elements; (j) convertibility of Units into common elements or of common elements into Units; (k) leasing of Units; (l) imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his Unit; (m) establishment of self-management of the Project by the Association where professional management has been required by any agency or corporation which has an interest or prospective interest in the Project; and (n) any provision that expressly benefits holders, insurers, or guarantors of first mortgages on apartments in the Project. To qualify as an "eligible holder of a first mortgage", a holder, insurer or guarantor of a first mortgage on a Unit in the Project must have made a written request to the Association for timely written notice of proposed amendments to the condominium instruments. The request must state the name and address of the holder, insurer or guarantor and the number of the Unit covered by the mortgage. In the event that an eligible holder of a first mortgage fails to appear at a meeting of the Association at which amendments of a material nature to this Declaration are proposed and

considered, or fails to file a written response with the Association within thirty (30) days after it receives proper notice of the proposed amendment, delivered by certified or registered mail, with a "return receipt" requested, then and in any such event such amendments shall conclusively be deemed approved by such eligible holder of a first mortgage.

In addition to the foregoing, no amendment to this Declaration which would allow any action to terminate the condominium property regime created hereby for reasons other than substantial destruction or condemnation shall be made without the prior written approval of not less than sixty-seven percent (67%) of the eligible holders of first mortgages.

20.4 Power of Attorney for Par. 19.1. Notwithstanding the foregoing, an Owner shall have the right without the consent or joinder of any other person to amend this Declaration and the Condominium Map to reflect the changes made to his Unit in accordance with Paragraph 19.1 of this Declaration. Promptly upon completion of such changes, the Unit Owner shall duly record with the Recording Office an amendment to his Declaration and to the Condominium Map, together with a complete set of the floor plans of the Project as so altered, certified as build by a registered architect or professional engineer. All existing Unit Owners and all future Unit Owners and their mortgagees, by accepting an interest in a Unit, shall be deemed to have given each Unit Owner a Power of Attorney to execute an amendment to the Declaration solely for the purpose of describing the changes to his respective Unit on the Declaration so that each Unit Owner shall hereafter have a Power of Attorney from all the other Unit Owners to execute such amendment to the Declaration. This Power of Attorney shall be deemed coupled with each Owner's interest in his Unit (including its appurtenant common interest) and shall be irrevocable.

20.5 Restatement. Any other provision of this Declaration notwithstanding, the Board, upon resolution duly adopted, shall have the authority as set forth in the Act to restate this Declaration from time to time to set forth any prior amendments hereto, or to amend this Declaration as required to conform with the provisions of the Act or any other statute, ordinance, rule or regulation enacted by any governmental authority."

EXHIBIT "B"

PERMITTED ALTERATIONS TO APARTMENTS.

Sub-paragraph 19.1 of the Declaration states:

"Changes to Units. Notwithstanding anything to the contrary contained in this Declaration, a Unit Owner, with the consent by the holder of any mortgage affecting the Owner's Unit (if required by such mortgage), shall have the right at his sole option at any time and from time to time without the consent of any other person, to improve, renovate, remodel, make additions to, enlarge, remove, replace or restore the improvements to or in his Unit or portions thereof or to make or build improvements upon the Dwelling Area appurtenant to his Unit (collectively, the foregoing are referred to "changes") subject to the following conditions:

(a) All changes shall conform with applicable City and County building, zoning laws and ordinances ("County Rules") and other applicable governmental laws and regulations ("State Law").

(b) All changes to a Unit must be made within the Dwelling Area to which the Unit is appurtenant.

(c) No Change to a Unit will be made if the effect of such Change would be to exceed the Unit's "proportionate" share of the allowable floor area or Lot area coverage for the Land or the number of dwelling units permitted on the Land under the LUO applicable to the Land in effect when the Change is to be made. The "proportionate share" for each Unit shall be a fraction having as its numerator the land area of its appurtenant Dwelling Area and having as its denominator the total area of both Dwelling Areas.

(d) All such changes shall be at the expense of the Owner making the change, shall be expeditiously made and completed in a manner that will not unreasonably interfere with or cause damage to the other Unit, its appurtenant Dwelling Area, or the use thereof by the Owner of the other Unit.

(e) During the entire course of such construction, the Owner making such change will cause to be maintained at his expense builder's all-risk insurance in an amount not less than the estimated cost of construction. The Association shall be named as an additional insured and, upon the request of the Association, evidence of such insurance shall be deposited with the Association or its Managing Agent, if any;

(f) The Owner of the changed Unit shall have the right to utilize, relocate and realign existing and/or to develop additional, central and appurtenant installations for services to the Unit affected by such change for electricity, sewer and other utilities and services and when applicable, to add, delete, relocate, realign, designate and grant easement and rights-of-way over, under and on the common elements as necessary or desirable in connection therewith; provided that the same shall not cause any interruption in the service of such utilities to any other part of the Project or otherwise materially interfere with their use by the other Owner;

(g) If the consent to the change or joinder of another Owner is required by the Act, then each Owner hereby consents in advance to such change.

(h) Each and every conveyance, lease and mortgage or other lien made or created on any Unit and all common interests and other appurtenances thereto shall be subject to the provisions of this paragraph and any lease of a Dwelling Area shall reserve to each Owner the rights set forth in this paragraph.

(i) This Declaration is being imposed on the Land before completion of the contemplated construction on Dwelling Area 2 of a residence. Consequently, the Owner of Unit 1 ("Non-Building Owner") shall cooperate with the Owner of Unit 2 ("Building Owner") with respect to the Building Owner's construction of such residence, obtaining building, utility and other governmental permits, and obtaining utility services into his Dwelling Area which may be necessary or desirable for the residence to be built by Building Owner. Notwithstanding the foregoing, the Non-Building Owner shall not be required to incur any cost or expense hereunder without being reimbursed by the Building Owner. All costs incurred in the building of the residence shall be borne by the Building Owner, who shall indemnify and hold the Non-Building Owner harmless from any loss, liability, damage or expense incurred or suffered by the Non-Building Owner on account of such building by the Building Owner."

EXHIBIT "C"

COMMON ELEMENTS. Paragraph 4 of the Declaration designates certain portions of the Project as "common elements", including specifically but not limited to:

One freehold estate is hereby also designated in all the remaining portions of the Project, herein called "common elements", including specifically but not limited to:

1. The Land in fee simple;
2. The "Common Area (663 Sq. Ft.)", as shown on the Condominium Map ("Common Area"). Except for the two (2) parking stalls which are located in the Common Area, as shown on the Condominium Map, and which are for the exclusive use of Unit 2, such Common Area shall not be used by any Unit Owner for parking or storage of vehicles, rubbish, construction materials or other items, except on an emergency.
3. The limited common elements described in Paragraph 5 of this Declaration;
4. All pipes, wires, ducts, conduits or other utility or service lines, drainage ditches or appurtenant drainage structures and retaining walls (if any), which are located outside the Units and which are utilized for or serve more than one Unit; and
5. All pipes, wires, ducts, conduits or other utility or service lines running through a Unit which are utilized by or serve more than one Unit.

EXHIBIT "D"

LIMITED COMMON ELEMENTS. Paragraph 5 of the Declaration designates:

Certain parts of the common elements, herein called the "Limited Common Elements", are hereby designated and set aside for the exclusive use of certain of the Units, and each Unit shall have appurtenant thereto exclusive easements for the use of all such limited common elements set aside and reserved for such Unit's exclusive use. Unless otherwise specified, all costs of every kind pertaining to each limited common element, including, but not limited to, costs of landscaping, maintenance, repair, replacement and improvement, shall be borne by the Unit to which it is appurtenant.

1. The limited common element so set aside and reserved for the exclusive use of Unit 1 is as follows:

The site on which Unit 1 is located, consisting of the land beneath and immediately adjacent to Unit 1, as shown and delineated on the Condominium Map as "Dwelling Area 1" (8,183 Sq. Ft.) (including the airspace above such site) is for the exclusive benefit of Unit 1.

2. The limited common element so set aside and reserved for the exclusive use of Unit 2 is as follows:

(a) The site on which Unit 2 is located, consisting of the land area beneath and immediately adjacent to Unit 2, as shown and delineated on the Condominium Map as "Dwelling Area 2 (5,095 Sq. Ft.)" (including the airspace above such site) is for the exclusive benefit of Unit 2.

(b) The two (2) uncovered parking stalls located in the Common Area, and identified on the Condominium Map as "Parking Stall 1 115 Sq. Ft." and "Parking Stall 2 211 Sq. Ft..

3. Any other common element of the Project which is rationally related to fewer than all the Units shall be deemed a limited common element appurtenant to and for the exclusive use of such Unit to which it is rationally related.

Note: The "Dwelling Areas" herein described are not legally subdivided lots.

EXHIBIT "E"

ENCUMBRANCES AGAINST TITLE

1. For Real Property Taxes that may be due and owing, reference is made to the Office of the Tax Assessor, City and County of Honolulu.

2. Title to all minerals and metallic mines reserved to the State of Hawaii.

3. Easement dated November 10, 1937, recorded in said Bureau in Liber 1408, Page 323.

4. Any facts, rights, interests or claims which may exist or arise by reason of the following facts disclosed by survey, dated November 6, 2001, prepared by Wesley T. Tengan, Licensed Professional Land Surveyor, No. 6958:

(A) Rock wall extends approximately 0.1 ft. to 1.1 ft. for a length of 8.6 ft. into subject Parcel 68.

(B) Rock wall extends approximately 0.0 ft. to 3.0 ft. for a length of 15.00 ft. into subject Parcel 68.

5. Mortgage dated January 6, 2012, filed in said Bureau as Document No. A-43950151, in favor of Mutual of Omaha Bank, a Federal Thrift Savings Bank organized and existing under the laws of The United States of America. *

6. Declaration of Condominium Property Regime dated June 15, 2005, recorded in said Bureau as Document No. 2005-138454 (Project covered by Condominium File Plan No. 4027). By-Laws dated June 15, 2005, recorded as Document No. 2005-138455. Amendment to Declaration and Condominium Map dated November 5, 2013, and recorded in said Bureau as Document No. A-50590479. Second Amendment to Declaration and Condominium Map recorded in said Bureau on May 1, 2014, as Document No. A-52340340.

* Developer represents that Item No. 5 has been satisfied, but has not yet been released of record. Developer will use her best efforts to cause a release of that item to be obtained and recorded. At the time of closing on the sale of a unit, the unit will not be subject to said item.

EXHIBIT "F"

SUMMARY OF THE PROVISIONS OF THE SALES CONTRACT. The Sales Contract consists of two documents: the then current form of the HAR Standard form of Deposit Receipt Offer and Acceptance ("DROA") and a document attached to the DROA which is entitled "Special Provisions to the DROA")

1. Description of the Property to be Conveyed: Fee simple title to the Apartment, together with the furnishings and appliances, if any, described in the DROA and the undivided interest in the common elements set forth in the DROA..

2. Purchase Price and Terms. The purchase price for the Apartment is set forth on page 2 of the DROA is to be paid in the method and at the times set forth in the DROA. This may include payment of (a). An initial deposit; (b). An additional cash deposit, if set forth in the DROA ; and (c) the balance of the purchase price is to be paid to escrow by purchaser on or before closing.

3. Financing of Purchase. Paragraph C-24 of the DROA Form (if selected) provides if Buyer desires financing, a loan application must be made within a certain number of days and if Buyer's application is not approved within a certain number of days after the application, then either Seller or Buyer may cancel the Sales Contract. Upon such cancellation, Buyer's deposits will be refunded by escrow without interest.

4. Closing Costs. Closing costs and escrow fees are to be shared in accordance with the DROA, except that Seller does have the option to require two months' advance payment of Association maintenance fees and a start up expense for the Association of Apartment Owners equal to two months' of Association maintenance fees. Buyer's proportionate share of any liability insurance premium, real property taxes, maintenance fees and any other charges with respect to the Property shall be pro-rated between Seller and Buyer as of the date of closing.

5. Closing. Seller has agreed to cause the Apartment to be sold to the Buyer within the time period set forth on page 3 of the DROA which is expected to occur within 90 days of the date of the Sales Contract.

6. No Present Transfer and Subordination to Construction Loan.

(a) The Sales Contract may be subject to existing blanket loans, and any security interest now or hereafter obtained by a lender of Seller is or will be prior and senior to any rights of the Buyer arising under the Sales Contract. This obligation to subordinate the purchaser's right under the Sales Contract to loans now or hereafter made by the Seller is set forth in Paragraph 4 of the Special Provisions.

(b) Seller may also assign by way of security all of its interest in the Sales Contract, as collateral for the repayment of the loan and if the Lender acquires the Seller's interest in the Sales Contract, then the Buyer is obligated to perform the Sales Contract, and to attorn to and recognize the Lender as the seller under the Sales Contract.

(c) Notwithstanding that the Sales Contract may be subordinate to a blanket lien, if the Buyer performs his obligations under the Sales Contract, then Seller is required to convey the Apartment to Buyer at closing free and clear of any blanket lien.

7. Seller's Rights to Cancel Sales Contract. The Seller may cancel the Sales Contract with the Buyer if (a) Buyer fails to qualify for a permanent loan (if Paragraph C-24 of the DROA is selected; (b) Buyer defaults under the Sales Contract (paragraph 5(b) of the Special Provisions); or (c) Buyer dies prior to Closing Date (paragraph 5(a) of the Special Provisions). Pursuant to Paragraph 5(b) of the Special Provisions, if Buyer fails to close as required, then after ten (10) days following Seller's notice of Buyer's default, if Buyer has not cured his default under the Sales Contract, the Seller may cancel the Sales Contract and all sums previously paid by Buyer will belong absolutely to the Seller as liquidated damages. Additionally, Seller may pursue any other remedy, and all costs, including reasonable attorney's fees, incurred by reason of default by the Buyer shall be borne by the Buyer. Time is the essence of the Sales Agreement.

8. Rights of Buyer to Cancel the Sales Contract. The Buyer has the right to cancel the Sales Contract under the following conditions:

a. At any time within thirty (30) days following the date the Final Public Report is delivered to Buyer. If Buyer so cancels, Buyer will be entitled to receive refund of any deposits, less any escrow cancellation fees and other costs up to \$250. If Buyer does not act within the thirty (30) day period, or if the Apartment is conveyed to the Buyer, Buyer will be deemed to have executed the receipt for the Final Public Report and to have waived his right to cancel (paragraphs 6.1 and 6.3 of the Special Provisions).

b. The Buyer may cancel his purchase if there is a material change in the Project which directly, substantially and adversely affects the use or value of the Buyer's Apartment or the amenities available for the Buyer's use (paragraph 7(a) of the Special Provisions).

c. Buyer fails to qualify for permanent financing if Paragraph C-24 of the DROA has been selected.

9. Paragraph 11 of the Special Provisions provides that the Buyer acknowledges that he or she has examined (and agrees to be bound) by the following:

- (a) The Condominium Map (including floor plans, exterior elevations and site map for the Project;)
- (b) Escrow Agreement;
- (c) The Declaration of Condominium Property Regime and the By-Laws of the Association of Apartment Owners;
- (d) Specimen form of the Apartment Deed;
- (e) Disclosure Abstract; and
- (e) The Final Public Report (or Supplementary Public Report, if any) an effective date having been issued by the Real Estate Commission of the State of Hawaii.

10. Paragraph 12 of the Special Provisions contains an "as is" clause whereby Seller disclaims all warranties relating to construction, design, materials or workmanship of the Apartment being bought and the Project. Buyer is cautioned to have his own inspection of the property and the Apartment. If construction of the Project was completed within one year of the date of the Sales Contract, then in accordance with subparagraph (a) the Seller may be giving a limited one year warranty as provided in such Subparagraph 12(a), which Buyer should review closely.

The Summary contained in this Exhibit is merely a summary and is not intended to be a substitute for the Buyer's careful review of the Sales Contract.

EXHIBIT "G"

SUMMARY OF THE MATERIAL PROVISIONS OF THE ESCROW AGREEMENT

Summary of the Condominium Escrow Agreement between the Developer and Hawaii Escrow & Title, Inc..

1. All deposits will be paid to Escrow. A copy of each Sales Contract and all payments made to purchase an Apartment shall be turned over to the Escrow Agent.

2. Refunds. A Buyer shall be entitled to a return of his funds, and Escrow shall pay such funds to such Buyer, without interest, in accordance with the Sales Contract if any of the following has occurred:

(a) Developer and the purchaser shall have requested Escrow in writing to return to purchaser the funds of purchaser held hereunder by Escrow; or

(b) Developer shall have notified Escrow of Developer's exercise of the option to cancel or rescind the sales contract pursuant to any right of cancellation or rescission provided therein or otherwise available to Developer; or

(c) With respect to a purchaser whose funds were obtained prior to the issuance of the Final Report, the purchaser has exercised his right to cancel the contract pursuant to Section 514A-62, Hawaii Revised Statutes, as amended; or

(d) A purchaser has exercised his right to rescind the contract pursuant to Section 514A-63, Hawaii Revised Statutes, as amended.

Upon such refund, Escrow Agent shall be entitled to a reasonable fee not less than \$25 or a fee commensurate with the work done by Escrow prior to cancellation.

3. Requirements Prior to Disbursement of Buyer's Funds. Escrow Agent shall make no disbursements of Buyer's funds, pursuant to paragraph 5 of the Escrow Agreement until all of the following have occurred:

(a) the Real Estate Commission has issued a final public report (the "Final Report") on the Project;

(b) Seller or Seller's attorney has given a written opinion to Escrow stating that all of the requirements of Sections 514A-39.5 (as to contingent final public reports), 514A-40 (as to final public reports) and 514A-63 of the Hawaii Revised Statutes, then applicable to the Project, have been satisfied.

(c) Seller shall have given Escrow a written waiver of any option reserved in any sales contract to cancel such sales contract.

4. Purchaser's Default. Seller must notify Escrow in writing if Purchaser defaults, and must certify that Seller has canceled the Purchaser's Sales Contract. After such cancellation Escrow will treat the Purchaser's funds less Escrow's cancellation fees as belonging to the Seller.

EXHIBIT "H"

AMENDED DISCLOSURE ABSTRACT

1. (a) PROJECT: HILLSIDE ESTATES
1548 Laumaile Street
Honolulu, Hawaii 96819
- (b) DEVELOPER: Sonnie O. Koko, as Trustee under that certain unrecorded Trust Agreement known as the Sonnie Onaona Koko Revocable Trust dated June 25, 2002
1548 Laumaile Street
Honolulu, Hawaii 96819

Telephone: (808) 232-4300
- (c) MANAGING AGENT: Self-Managed by the Association of Apartment Owners

2. Breakdown of annual maintenance fees and monthly estimate costs for each unit are more fully described on Exhibit "1" attached hereto (revised and updated every twelve (12) months and certified to have been based on generally accepted accounting principles).

Note: Developers disclose that no reserve study was done in accordance with Chapter 514A-83.6, HRS, and replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

3. DESCRIPTION OF ALL WARRANTIES COVERING THE DWELLINGS AND COMMON ELEMENTS:

The Developer is not giving any warranty on the materials and workmanship of the Units.

4. USE OF UNITS. The HILLSIDE ESTATES Condominium Project will consist of two (2) units which shall be occupied and used only for residential purposes by the respective owners thereof, their tenants, families, domestic servants and social guests and for any other purpose permitted by the Land Use Ordinance for the City and County of Honolulu ("LUO") then in effect.
5. EXISTING STRUCTURES BEING CONVERTED. Based upon a report prepared by EDWARD A. RESH, Registered Professional Architect, the Developer states (as to Unit 1):
 - a. Subject to normal wear and tear commensurate with its age, the building appears to be in relatively good structural condition consistent with their age.
 - b. Subject also to normal wear and tear, the electrical and plumbing systems are operable and in good working order consistent with its age.
 - c. The Developer makes no statement with respect to the expected useful life of each item set forth in paragraph (a); and
 - d. There are no outstanding notices of uncured violations of building code or other municipal regulations.
6. Developer has selected Coldwell Banker Pacific Properties as her real estate broker with respect to Unit 2 (see Page 5 for more details).

EXHIBIT "1"
ESTIMATED OPERATING EXPENSES
For Period January 1, 2013 to December 31, 2013
As Prepared by Developer

Estimated Annual Expenses

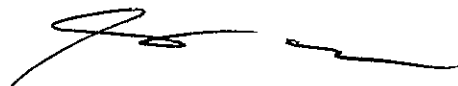
Ground Maintenance	
Water/Sewer	\$-0-
* Electricity:	\$-0-
**Fire/Liability Insurance:	\$-0-
Management Fee:	\$-0-
***Common Area:	\$-0-
Miscellaneous:	\$-0-
TOTAL ANNUAL EXPENSES	\$-0-

Estimated Monthly Expenses \$-0-

Estimated Monthly Maintenance Fee
for Each Apartment: \$-0-

- Note:
- * All utilities will be separately metered or otherwise charged, and the common elements will incur no separate utility charges.
 - ** Section 514A-86, Hawaii Revised Statutes, requires the Association of Apartment Owners to purchase fire insurance to cover the improvements of the Project, and that premiums be common expenses. Developer anticipates that the Association may elect to permit individual apartment owners to obtain and maintain separate policies of fire insurance and name the Association as an additional insured. In such case, fire insurance premiums will be the responsibility of individual apartment owners and not common expenses.
 - *** The owners of the Units will equally share the cost of maintenance and repair of the "Common Area", when such maintenance and repair becomes necessary .

The Developer certifies that the maintenance fees and costs as estimated by the Developer is based on generally accepted accounting principles.



SONNIE O. KOKO, as Trustee under that certain unrecorded Trust Agreement known as the Sonnie Onaona Koko Revocable Trust dated June 25, 2002

"Developer"

AM

EXHIBIT "J"



STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

November 7, 2013 11:00 AM

Doc No(s) A-50590479



1 1/3 TAW
B-32368626

/s/ NICKI ANN THOMPSON
REGISTRAR

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL[] PICKUP[]

C:\MH CPR\KOKO LAUMAIL\Amendment to Declaration Condo Map Unit B Nov 4 TRUST.wpd

Sonnie O. Koko
c/o 94-665 Kauluikua Place
Mililani, Hawaii 96789

This Document contains 11 pages.

Tax Map Key No. (1) 1-3-036-068

AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME
AND CONDOMINIUM MAP
FOR

HILLSIDE ESTATES
(Condominium File Plan No. 4027)

THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM PROPERTY REGIME AND CONDOMINIUM MAP FOR HILLSIDE ESTATES ("Amendment") is made as of the 5th day of November, 2013, by SONNIE O. KOKO, as Trustee under that certain unrecorded Trust Agreement known as the SONNIE ONAONA KOKO REVOCABLE TRUST dated June 25, 2002, including full powers to sell, convey, exchange, mortgage, lease, assign or otherwise deal with and dispose of all lands of

the trust estate and interests therein ("Declarant"), whose mailing address is 1548 Laumaile Street, Honolulu, Hawaii 96819.

W I T N E S S E T H T H A T:

WHEREAS, a condominium project named HILLSIDE ESTATES (herein called "Project"), was created by a Declaration of Condominium Property Regime, herein called "Declaration", recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2005-138454. The Declaration was entered into by Sonnie O. Koko ("Koko"), unmarried, as the owner of the fee simple to the property ("Property") described therein, and was further described on Condominium File Plan No. 4027 ("Condominium Map"); and

WHEREAS, the Project consists of two units. The units are identified on the Condominium Map as Unit 1 and Unit 2; and

WHEREAS, by Deed recorded in said Bureau on January 13, 2011, as Document No. 2011-008052, Koko conveyed the Property to Declarant; and

WHEREAS, Paragraph 19.1 of the Declaration provides that the Owner of any Unit may make changes to the Unit owned by such Owner, provided that the Owner shall concurrently amend the Declaration and Condominium Map to reflect such change or changes; and

WHEREAS, Declarant has replaced the shed that initially constituted Unit 2 with a residence ("Dwelling Unit"); and

WHEREAS, Declarant wishes to amend the Declaration and the Condominium Map to reflect such change.

NOW, THEREFORE, the Declaration and the Condominium Map are hereby amended as follows:

1. Condominium Map.

A. Declarant files herewith an amendment to the Plot Plan to reflect the location of Unit 2 and that Unit 2 is now a Dwelling Unit. It is not intended that the Plot Plan filed herewith is to be substituted for the Plot Plan originally filed. The new Plot Plan only reflects the location of Unit 2 and that Unit 2 is now a Dwelling Unit. Except for the new location of Unit 2, which is now a Dwelling Unit, the original Plot Plan remains in effect.

B. Declarant also files herewith a new set of floor plans for Unit 2 dated October, 2013 ("Unit 2 Floor Plans") (which is attached hereto and made a part hereof). It is intended that the Unit 2 Floor Plans being filed herewith constitute an amendment to the Condominium Map with respect to Unit 2 and are intended to supersede all maps and drawings with respect to Unit 2 previously filed which may be in conflict.

2. Declaration.

A. Sub-subparagraph 3.3.2 is deleted in its entirety and is replaced by the following:

"3.3.2 Unit 2 consists of a newly constructed three-story building without a basement. On the lower floor of Unit 2 are located an entry, closet with storage. On the second floor of Unit 2 are located a kitchen, living room, laundry room and one-half bath. On the third floor of Unit 2 are located an office, four (4) bedrooms, three (3) baths, a kitchen, dining area and living area. The total net living area of Unit 2 is approximately 1,930 square feet. Unit 2 also contains several decks, the total area of which is approximately 168 square feet."

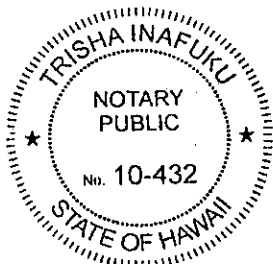
B. The Declaration is also amended by filing an "As Built" verified statement of a registered architect certifying that the Condominium Map heretofore filed and as amended by the drawings and plans being filed herewith fully and accurately depict the layout, location, unit numbers and the dimensions of the units (Unit 2) within the Project, as built.

[The remainder of this page is intentionally left blank - signature page follows]

EXECUTED, on the day and year first above written.

"Declarant"

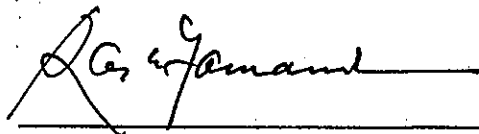
On this 5th day of November, 2013, before me personally appeared SONNIE O. KOKO, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity. By my signature below, I further certify that the above-named executed this B11 page document entitled Amendment to Declaration of Condominium Property Regime and Condominium Map for Hillside Estates dated undated at signing, in the First Circuit of the State of Hawaii and that this acknowledgment is deemed to include my Notary Certification.



Trisha Inafuku
Notary Public, above mentioned State
My Commission expires: TRISHA INAFUKU
Notary Public
My commission expires 12/26/2014


VERIFIED STATEMENT OF REGISTERED PROFESSIONAL ARCHITECT

I, ROY K. YAMAMOTO, Registered Professional Architect No. 4649, hereby certify that those plans designated as Sheet No. 7 through Sheet No. 11 filed as Condominium File Plan No. 4027 is a true and accurate copy of portions of the plans of the building or buildings (Unit 2) for the HILLSIDE ESTATES condominium project as filed with and approved by the City and County Officer of Honolulu having jurisdiction over the issuance of permits for the construction of buildings and that same plans fully and accurately depict the layout, location, apartment numbers and dimensions of the apartments (Unit 2), as built.

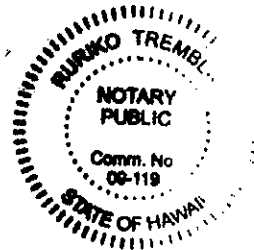



ROY K. YAMAMOTO
Registered Professional Architect
No. 4649

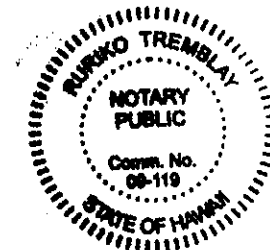
Subscribed and sworn to before me,
this 1 day of November, 2013

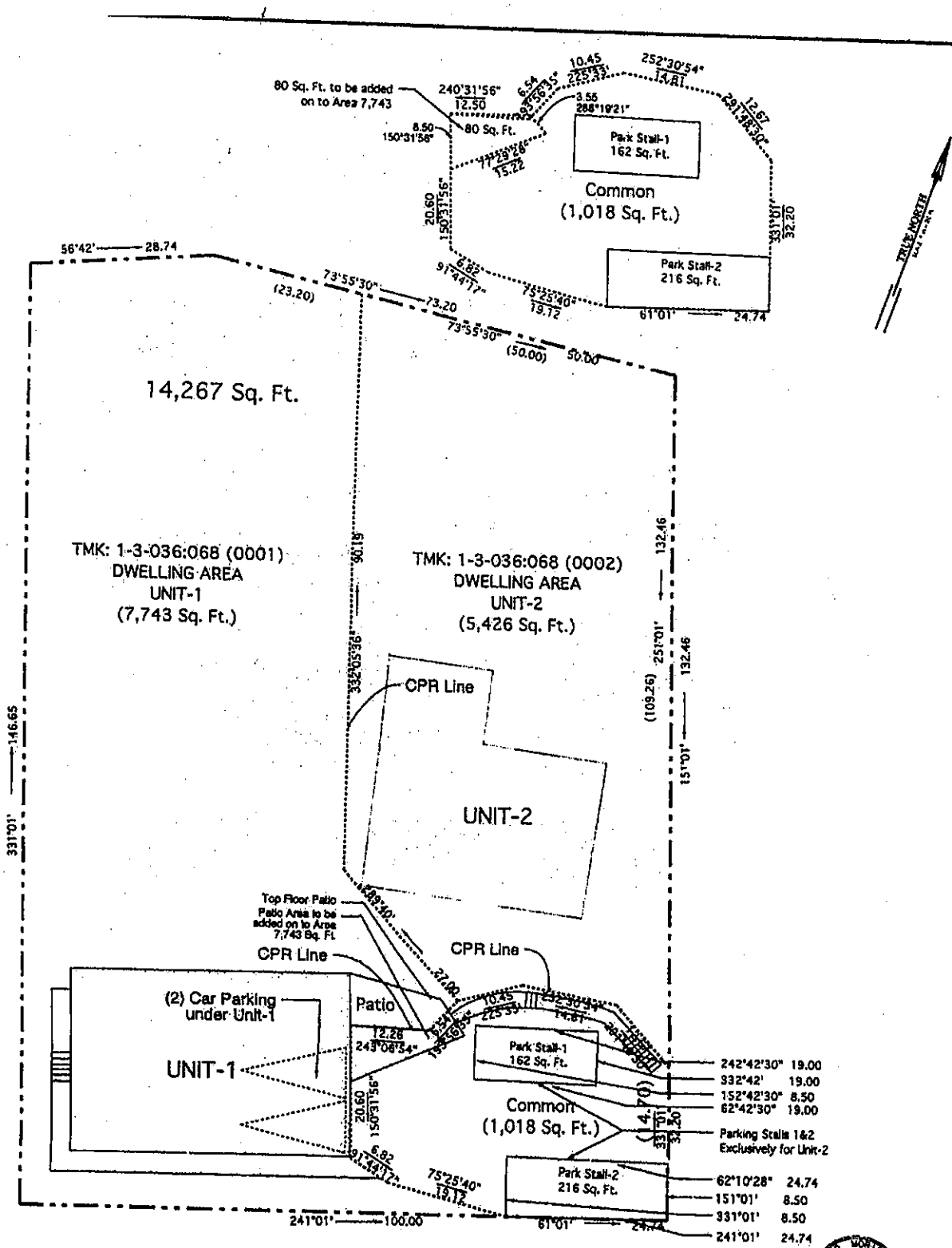

Ruriko Tremblay
Notary Public, State of Hawaii

My commission expires: April 12, 2017



Doc. Date: <u>11/1/2013</u>	# Pages: <u>1</u>
Name: <u>Ruriko Tremblay</u>	First Circuit
Doc. Description: <u>Verified Statement of Registered Professional Architect</u>	
Notary Signature 	Date <u>11/1/2013</u> (Seal)
NOTARY CERTIFICATION	





AMENDED: October, 2013

NOTE: The dotted lines on this condominium map do not designate boundaries of legally subdivided lots. They designate boundaries of limited common elements in the condominium project.

CONDOMINIUM PROPERTY REGIME FOR HILLSIDE ESTATES
 Address: 1548 Laumaila Street
 At Kailahi, Honolulu, Oahu, Hawaii
 TMK: 1-3-036:068 (UNIT-1 (0001) UNIT-2 (0002))
 Scale: 1 inch = 10 feet



Taka Morimoto
 Taka Morimoto
 Licensed Professional Land Surveyor
 Certificate No. 511-S
 1721 Hono Street
 Honolulu, Hawaii 96826

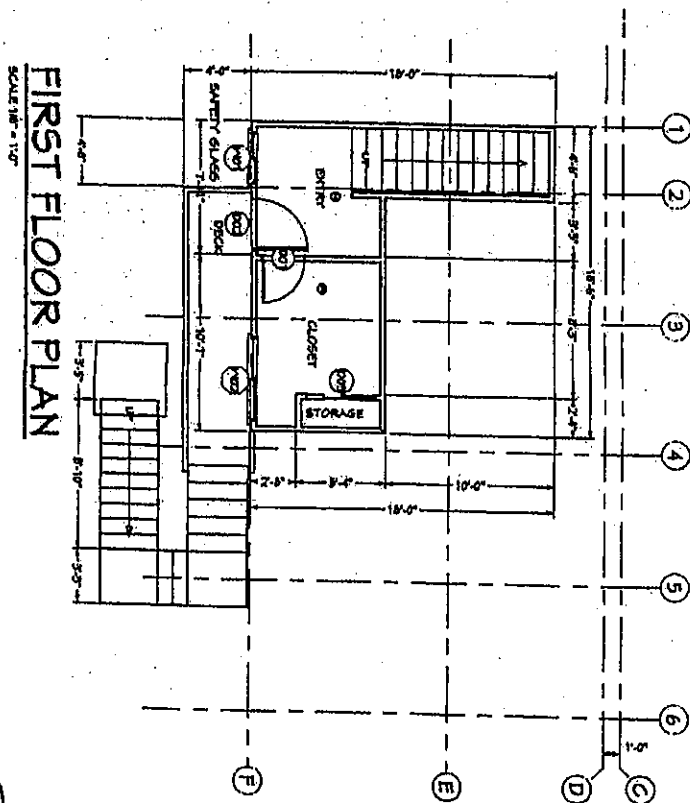
Condominium Property Regime
 HILLSIDE ESTATES
 1548 Laumaile Street
 Honolulu, Hawaii

TMK: (1) 1-3-036-068

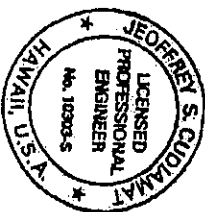
UNIT 2

AREA CALCULATIONS:

NET LIVING AREA: 1,930 Sq. Ft.
 DECKS: 169 Sq. Ft.



CONDOMINIUM PROPERTY REGIME FOR HILLSIDE ESTATES
 ADDRESS: 1548 LAUMAILE STREET
 AT KALANI, HONOLULU, OAHU, HONOLULU
 TMK: 1-3-036-068 (UNIT-1 (0001) UNIT-2 (0002))
 SCALE: 1 INCH = 10 FEET



THIS WORK WAS PREPARED BY ME
 OR UNDER MY SUPERVISION AND
 CONSTRUCTION OF THIS PROJECT
 WILL BE UNDER MY OBSERVATION.

Jeffrey S. Cuiamata
 4/31/12
 Registered Date of License

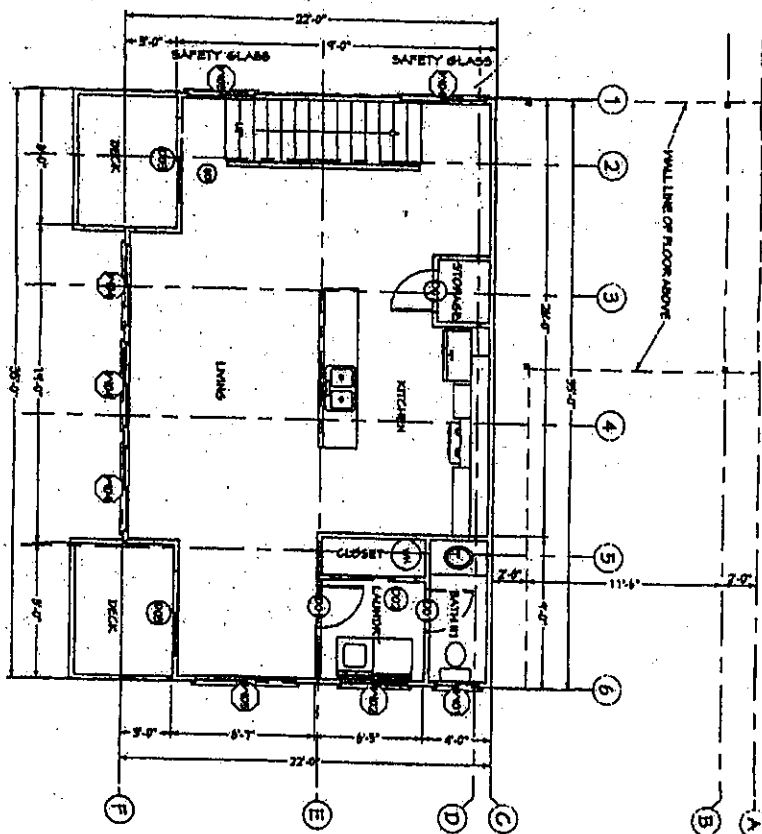
Sheet No. 7

Condominium Property Regime
 HILLSIDE ESTATES
 1548 Laumale Street
 Honolulu, Hawaii

TMK: (1) 1-3-036-068

UNIT 2

SECTION R319 / SMOKE ALARMS
 THE ALARMS SHALL BE INTERCONNECTED IN A MANNER SUCH THAT THE ALARM IN ANY UNIT SHALL ACTIVATE ALL OF THE ALARMS IN THE ENTIRE UNIT. THE ALARMS SHALL BE CLEARLY IDENTIFIABLE IN ALL BEDROOMS OVER BROADCASTING HEREIN ALL INTERVIEWS. BROADCASTING.
 SMOKE ALARMS IN EXISTING AREAS NOT READ TO BE INTERCONNECTED OR HAND-WEED PREVENT THE ALTERNATION OR REMOVAL FROM THE EXISTING WALL OR CEILING REMOVAL.



SECOND FLOOR PLAN

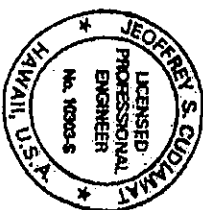
SCALE 1/8" = 1'-0"

CONDOMINIUM PROPERTY REGIME FOR HILLSIDE ESTATES

ADDRESS: 1548 LAUMALE STREET

AT KALIHI, HONOLULU, OAHU, HAWAII

TMK: 1-3-036 (UNIT-2(0001)UNIT-2(0002))



THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION.

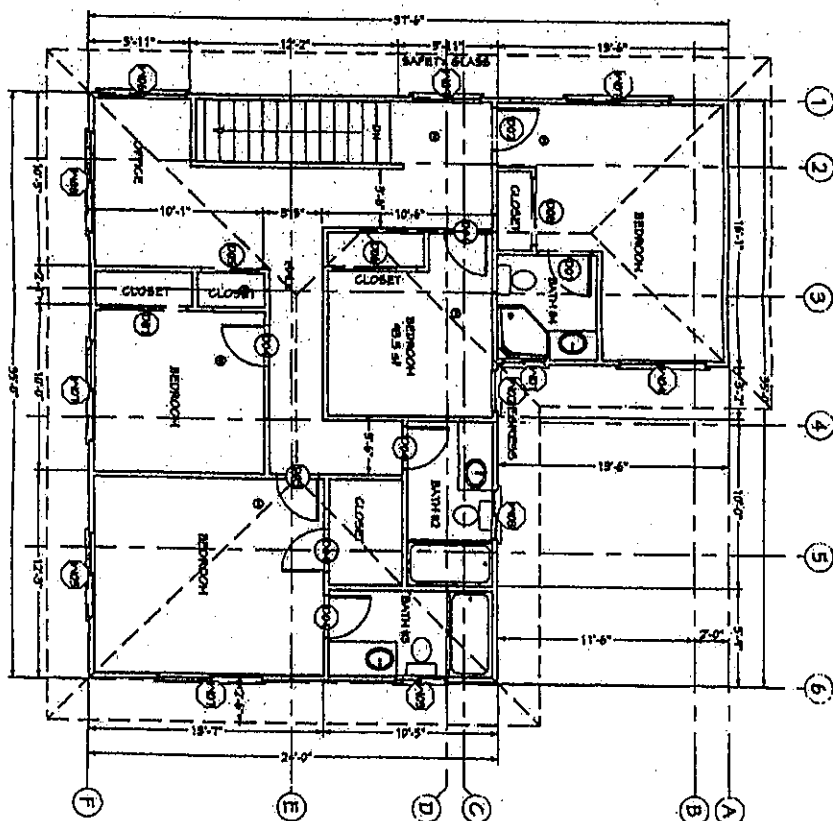
Jeffrey S. Chidambaram 4/31/12
 Registered Professional Engineer

Sheet No. 8

Condominium Property Regime
 HILLSIDE ESTATES
 1548 Laumaile Street
 Honolulu, Hawaii

TMK: (1) 1-3-036-068

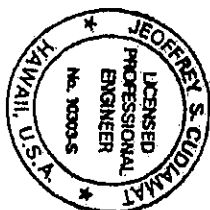
UNIT 2



THIRD FLOOR PLAN

SCALE 1/8" = 1'-0"

CONDOMINIUM PROPERTY REGIME FOR HILLSIDE ESTATE
 ADDRESS 1548 LAUMAILE STREET
 AT KALIHU, HONOLULU, OAHU, HAWAII
 TMK 1-3-036-068 (UNIT-1(0001)UNIT 2(0002))



Sheet No. 9

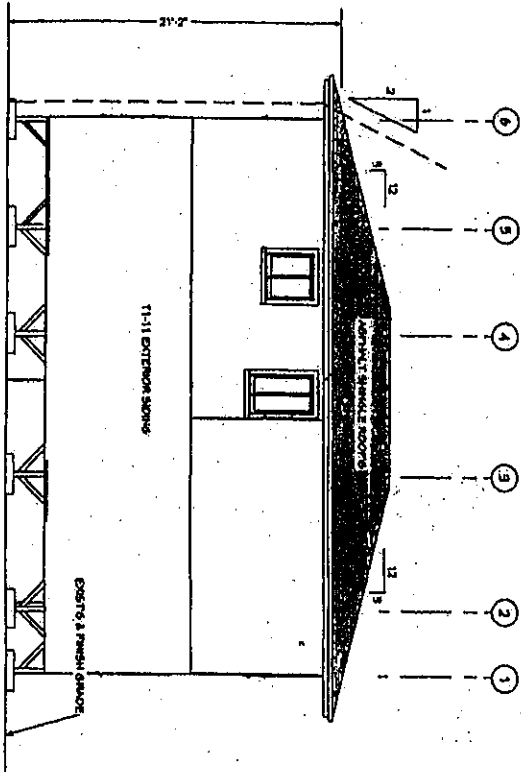
THIS WORK WAS PREPARED BY ME
 OR UNDER MY SUPERVISION AND
 CONSTRUCTION OF THIS PROJECT
 WILL BE UNDER MY OBSERVATION.

Jeffrey S. Giddens
 Signature Date of License 4/31/12

Condominium Property Regime
HILLSIDE ESTATES
1548 Laumaile Street
Honolulu, Hawaii

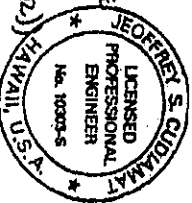
TMK: (1) 1-3-036-068

UNIT 2



RIGHT ELEVATION

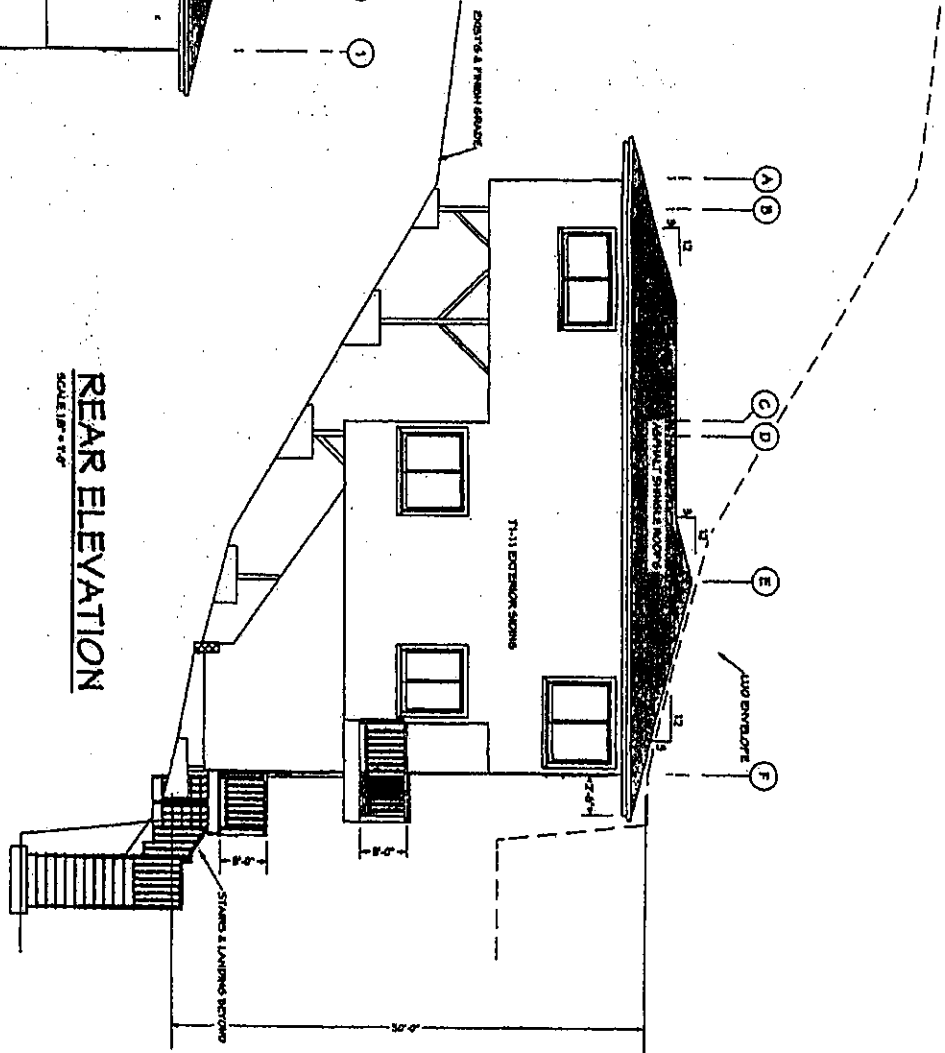
CONDOMINIUM PROPERTY REGIME FOR HILLSIDE ESTATE
ADDRESS: 1548 LAUMAILE STREET
AT KAIHI, HONOLULU, OAHU, HAWAII
TMK: 1-3-036-068 (UNIT 1 (0001) UNIT 2 (0002))



THIS WORK WAS PREPARED BY ME
OR UNDER MY SUPERVISION AND
CONSTRUCTION OF THIS PROJECT
WILL BE UNDER MY OBSERVATION.

Signature: *Jeffrey S. Gudimov*
Expiration Date of License: 11/30/12

Sheet No. 10



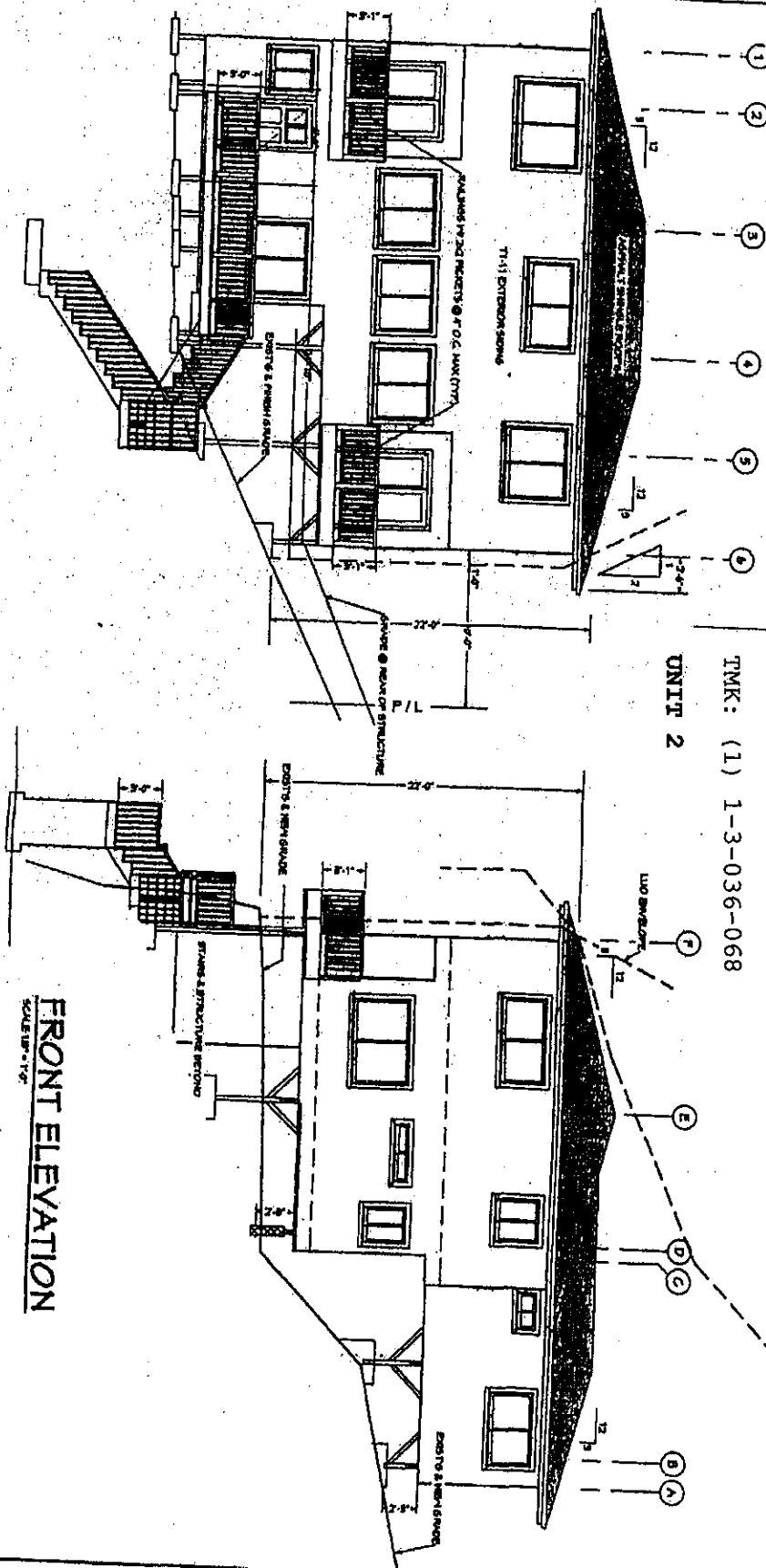
REAR ELEVATION

SCALE 1/8" = 1'-0"

Condominium Property Regime
HILLSIDE ESTATES
1548 Laumale Street
Honolulu, Hawaii

TMK: (1) 1-3-036-068

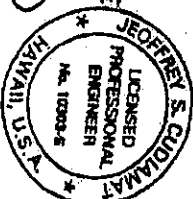
UNIT 2



LEFT ELEVATION
SCALE: 1/8" = 1'-0"

FRONT ELEVATION
SCALE: 1/8" = 1'-0"

CONDOMINIUM PROPERTY REGIME OF HILLSIDE ESTATE
ADDRESS: 1548 LAUMALE STREET
AT KALIHI, HONOLULU, OAHU, HAWAII
TMK: 1-3-036-068 (UNIT 1(0001) UNIT 2(0002))



THIS WORK WAS PREPARED BY ME
OR UNDER MY SUPERVISION AND
CONSTRUCTION OF THIS PROJECT
WILL BE UNDER MY OBSERVATION.
Jeffrey S. Gudimov 4/31/12
Expiration Date of License

Sheet No. 11

7/1 AM

EXHIBIT "K"



STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

May 1, 2014 8:01 AM

Doc No(s) A-52340340



/s/ NICKI ANN THOMPSON
REGISTRAR

1 1/1 LCC
B-32455405

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL[] PICKUP[]
C:\MH CPR\KOKO LAUMAILE\Amendment No. 2 to Declaration Condo Map FINAL Mar 6, 2014.wpd

Sonnie O. Koko
c/o 94-665 Kauluikua Place
Mililani, Hawaii 96789

This Document contains 12 pages.

Tax Map Key No. (1) 1-3-036-068

SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM PROPERTY REGIME
AND CONDOMINIUM MAP
FOR

HILLSIDE ESTATES
(Condominium File Plan No. 4027)

WHEREAS, a condominium project named "Hillside Estates" herein called "Project", was created by a Declaration of Condominium Property Regime, dated June 15, 2005, herein called "Declaration", recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2005-138454, and was further described on Condominium File Plan No. 4027 ("Condominium Map"). Said Declaration was amended on November 5, 2013, and recorded in said Bureau as Document No. A-50590479;

WHEREAS, the Project consists of two units. The units are identified on the Condominium Map as Unit 1 and Unit 2; and

WHEREAS, said Declaration was entered into by Sonnie O. Koko ("Koko"), unmarried, as the owner of the fee simple to the property ("Property") described therein; and

WHEREAS, by Deed recorded in said Bureau on January 13, 2011, as Document No. 2011-008052, Koko conveyed the Property to SONNIE O. KOKO, as Trustee under that certain unrecorded Trust Agreement known as the SONNIE ONAONA KOKO REVOCABLE TRUST dated June 25, 2002, including full powers to sell, convey, exchange, mortgage, lease, assign or otherwise deal with and dispose of all lands of the trust estate and interests therein ("Declarant"); and

WHEREAS, IAN AKIO NISHI, a single person ("Nishi" or the "Owner of Unit 1"), acquired Unit 1 from said Declarant by Unit Deed which is intended to be recorded in said Bureau preceding the filing of this Amendment; and

WHEREAS, Declarant is still the owner of Unit 2; and

WHEREAS, Declarant and Nishi desire to amend the Declaration and the Condominium Map for the Project to reflect (1) the new location of the boundary lines between Dwelling Area 1 and Dwelling Area 2, and the dimensions of each of the Dwelling Areas; and (2) the new size of the common area; and

WHEREAS, Declarant and Nishi also desire to amend the Declaration (1) to replace Subparagraph 4.2, and Paragraph 5, and (2) by deleting Exhibit "A" ("First Exhibit") that was attached to said Declaration, and by replacing it with Exhibit "A" ("Second Exhibit") attached hereto.

NOW, THEREFORE, the Declaration and the Condominium Map are hereby amended as follows:

1. CONDOMINIUM MAP is amended by filing herewith (a) a revised Site Map dated March 6, 2014 (which is attached hereto and made a part hereof), to reflect (1) the new boundary lines and dimensions of each of the Dwelling Areas, and (2) the new area of the common area. It is intended that the Site Map filed herewith is to be substituted for the one originally filed.

2. DECLARATION.

A. Subparagraph 4.2 is deleted in its entirety and is replaced by the following:

"4.2 The "Common Area (663 Sq. Ft.)", as shown on the Condominium Map ("Common Area"). Except for the two (2) parking stalls which are located in the Common Area, as shown on the Condominium Map, and which are for the exclusive use of Unit 2, such Common Area shall not be used by any Unit Owner for parking or storage of vehicles, rubbish, construction materials or other items, except on an emergency."

B. Paragraph 5 is deleted in its entirety and is replaced by the following:

"5. LIMITED COMMON ELEMENTS.

5.1 Certain parts of the common elements, herein called the "Limited Common Elements", are hereby designated and set aside for the exclusive use of certain of the Units, and each Unit shall have appurtenant thereto exclusive easements for the use of all such limited common elements set aside and reserved for such Unit's exclusive use. Unless otherwise specified, all costs of every kind pertaining to each limited common element, including, but not limited to, costs of landscaping, maintenance, repair, replacement and improvement, shall be borne by the Unit to which it is appurtenant.

5.2 The limited common element so set aside and reserved for the exclusive use of Unit 1 is as follows:

The site on which Unit 1 is located, consisting of the land beneath and immediately adjacent to Unit 1, as shown and delineated on the Condominium Map as "Dwelling Area 1" (8,183 Sq. Ft.)" (including the airspace above such site) is for the exclusive benefit of Unit 1.

5.3 The limited common element so set aside and reserved for the exclusive use of Unit 2 is as follows:

(a) The site on which Unit 2 is located, consisting of the land area beneath and immediately adjacent to Unit 2, as shown and delineated on the

Condominium Map as "Dwelling Area 2 (5,095 Sq. Ft.)" (including the airspace above such site) is for the exclusive benefit of Unit 2.

(b) The two (2) uncovered parking stalls located in the Common Area, and identified on the Condominium Map as "Parking Stall 1 115 Sq. Ft." and "Parking Stall 2 211 Sq. Ft..


5.4 Any other common element of the Project which is rationally related to fewer than all the Units shall be deemed a limited common element appurtenant to and for the exclusive use of such Unit to which it is rationally related."

C. The Declaration is also amended by deleting the First Exhibit attached to the Declaration, and replacing it with the Second Exhibit attached hereto as Exhibit "A", it being intended that Exhibit "A" filed herewith is to be substituted for the First Exhibit originally filed.

[The remainder of this page is intentionally left blank - signature page follows]

Except as amended herein, the Declaration and Condominium Map remain in full force and effect.

EXECUTED, on the day and year first above written.



SONNIE O. KOKO as Trustee under
that certain unrecorded Trust
Agreement known as the SONNIE
ONAONA KOKO REVOCABLE TRUST dated
June 25, 2002,

"Declarant"




IAN AKIO NISHI

"Owner of Unit 1"

Except as amended herein, the Declaration and Condominium Map remain in full force and effect.

EXECUTED, on the day and year first above written.



SONNIE O. KOKO as Trustee under
that certain unrecorded Trust
Agreement known as the SONNIE
ONAONA KOKO REVOCABLE TRUST dated
June 25, 2002,

"Declarant"



IAN AKIO NISHI

"Owner of Unit 1"

(6)

STATE OF HAWAII

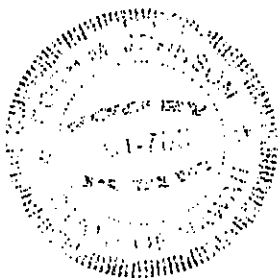
)

) SS.

CITY AND COUNTY OF HONOLULU

)

On this _____ day of MAR 06, 2014, before me personally appeared SONNIE O. KOKO, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity. By my signature below, I further certify that the above-named executed this 10 page document entitled Second Amendment to Declaration of Condominium Property Regime and Condominium Map for Hillside Estates dated MAR 06 2014, in the First Circuit of the State of Hawaii and that this acknowledgment is deemed to include my Notary Certification.



Edith M. Johnson

EDITH M. JOHNSON

Notary Public, above mentioned State

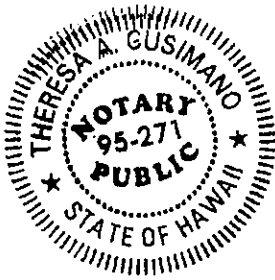
My Commission expires: **NOV 14 2015**

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

)
) SS.
)

On this 27th day of March, 2014, before me personally appeared IAN AKIO NISHI, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity. By my signature below, I further certify that the above-named executed this 10 page document entitled Second Amendment to Declaration of Condominium Property Regime and Condominium Map for Hillside Estates dated 3/6/14, in the First Circuit of the State of Hawaii and that this acknowledgment is deemed to include my Notary Certification.



A handwritten signature in black ink, appearing to be "Theresa A. Cusimano", written over a horizontal line.

Notary Public, above mentioned State

My Commission expires

THERESA A. CUSIMANO
Notary Public, State of Hawaii
My commission expires: 7/30/2015

EXHIBIT "A"

All of that certain parcel of land situate (being portion(s) of the land(s) described in and covered by R.P. 2509, L. C. Aw 6450, Apana 2, to Kaunuohua for Moehonua) situate on the Northeast side of Laumaile Street at Mokauea, Kalihi Valley, Honolulu, being a portion of Block 10 of the Kaiulani Tract, and thus bounded and described:

Beginning at the West corner of this piece of land, being also the South corner of Block 10 of the Kaiulani Tract and on the Northeast side of Laumaile Street, the true azimuth and distance from the East corner of Laumaile and Nihi Streets being 331° 01' 500.00 feet and thence running by azimuths measured clockwise from true South:

- | | | | | |
|----|------|---------|--------|--|
| 1. | 241° | 01' | 100.00 | feet along Lot 10 of the Kaiulani Tract; |
| 2. | 331° | 01' | 146.65 | feet along the remainder of Block 10 of the Kaiulani tract, up Pali to a pipe at fence on ridge; |
| 3. | 56° | 42' | 28.74 | feet along fence on ridge, along Lot J of Land Court Application 750; |
| 4. | 73° | 55' 30" | 73.20 | feet along fence on ridge, along Lot J of Land Court Application No. 750; |
| 5. | 151° | 01' | 132.46 | feet leaving fence on ridge, down Pali and along the Northeast side of Laumaile Street to the point of beginning and containing an area of 14,267 square feet, more or less. |

Together also with, and subject to, the terms, conditions, and provisions of that certain Declaration of Easement (For Roadway and Utility Purposes) dated March 6, 2014, and recorded at said Bureau as Document No. A-51860550, by Sonnie O. Koko, as Trustee under that certain unrecorded Trust Agreement known as the Sonnie Onaona Koko Revocable Trust dated June 25, 2002.

Being the property conveyed to Declarant herein by Warranty Deed dated August 13, 2010, and recorded in said Bureau as Document No. 2011-008052.

SUBJECT, HOWEVER, to the following:

1. Title to all minerals and metallic mines reserved to the State of Hawaii.

2. Easement dated November 10, 1937, recorded in said Bureau in Liber 1408, Page 323.

3. Any facts, rights, interests or claims which may exist or arise by reason of the following facts disclosed by survey, dated November 6, 2001, prepared by Wesley T. Tengan, Licensed Professional Land Surveyor, No. 6958:

(A) Rock wall extends approximately 0.1 ft. to 1.1 ft. for a length of 8.6 ft. into subject Parcel 68.

(B) Rock wall extends approximately 0.0 ft. to 3.0 ft. for a length of 15.00 ft. into subject Parcel 68.

END OF EXHIBIT "A"

SURVEYOR'S CERTIFICATION

STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

The undersigned, being a licensed professional land surveyor with the State of Hawaii and bearing Certificate Number 6958, hereby certifies to the best of his knowledge that Condominium Map dated MARCH 2, 2014, for the project "HILLSIDE ESTATES" situate at 1548 Laumaille Street, Honolulu, Oahu, Hawaii and identified by Tax Map Key Number (1) 1-3-036-068, accurately reflects the location and dimensions of the units, limited common elements and the common elements of the Project, if any, substantially as-built. Floor plans and elevations of the structures comprising and/or contained within the Project are subject to a separate certification by a registered Hawaii architect or engineer.

DATED: Honolulu, Hawaii, MARCH 2, 2014.

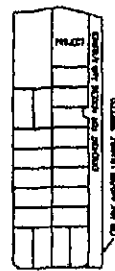
Wesley T. Tengan
WESLEY T. TENGAN
Licensed Professional Land
Surveyor

Subscribed and sworn to before me,
this 3rd day of March, 2014

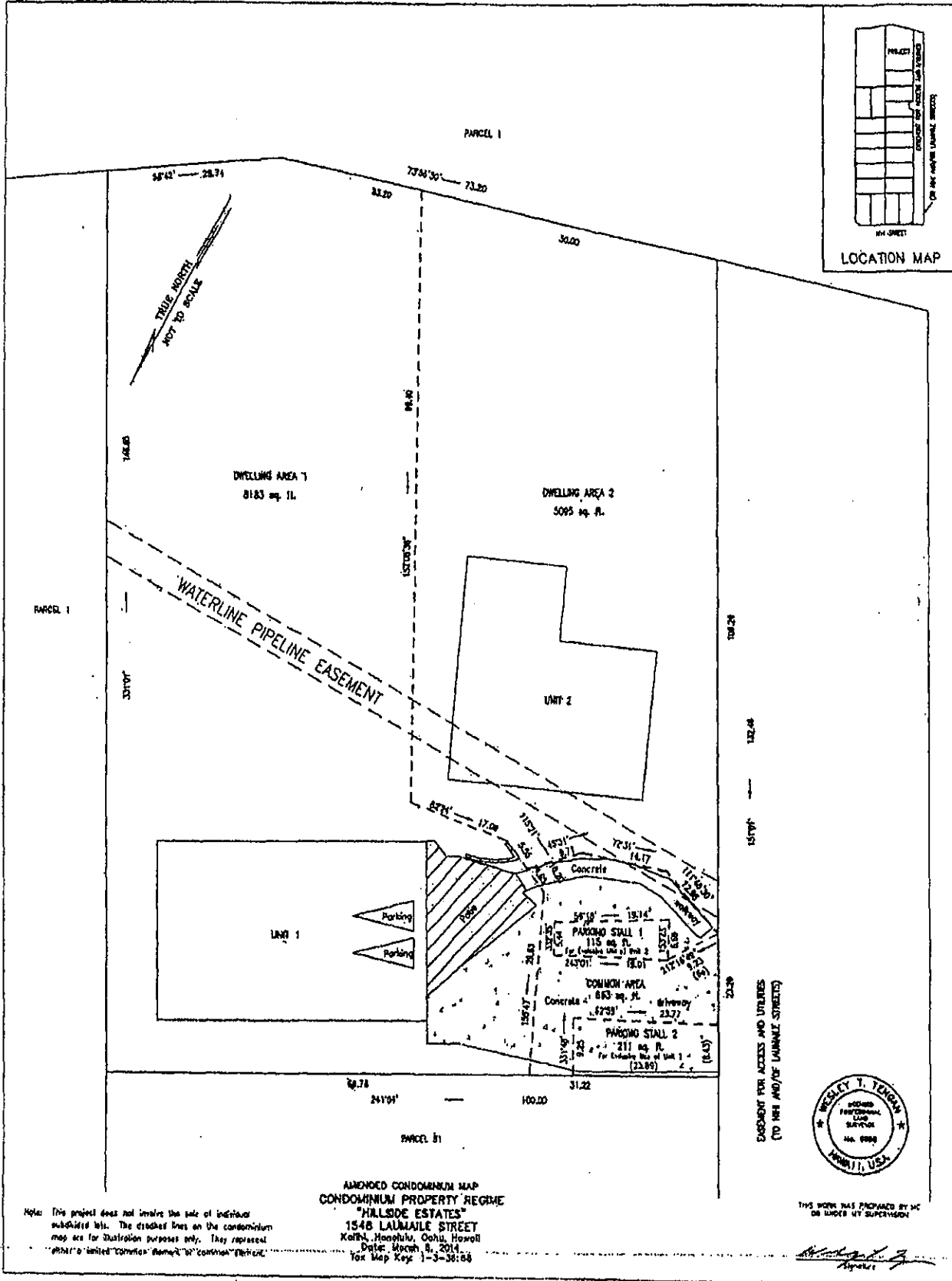
Carol F. Kamryn
Carol F. Kamryn

Carole F. Kamiya
Notary Public, State of Hawaii
My commission expires: 8-6-17

Doc. Date: 3-2-14 # Pages: 1
Name: Carole F. Kamiya First Circuit
Doc. Description: Surveyor's Certification
Carole F. Kamiya 3/3/14 (Seal)
Notary Signature Date
NOTARY CERTIFICATION



LOCATION MAP



1548 LAUNAE STREET